

- (k) No damage will be caused to the trees or any Forest growth in the State Forest while collecting the produce. Any such damage will be assessed by the Forest Ranger and this when approved by the District Forest Officer shall hold good, the District Forest Officer's decision in the assessment of damages being final. All damages ordered under this rule will be recovered if necessary from the security deposit of the lessee.
- (l) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.
- (m) The lessee will furnish one-fourth of the sale amount as security for the fulfilment of his contract which will be in the shape of Government Savings Bank account pledged in favour of the District Forest Officer.

5. In the event of the breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests, Shimoga, as the case may be.

In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will be recoverable as an arrear of land revenue, but shall not participate in any profits.

A. V. KESAVIENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT

WATER SUPPLY DIVISION, BANGALORE.

Abstract Notification dated 10th December 1937.

The attention of the public is invited to the Notification published in pages 2089-2090, Part VI of the *Mysore Gazette*, dated 16th December 1937, regarding the tender for carting work of the Division for the year 1938. The last date for receiving tenders is 5th January 1938. The earnest money to be paid is Rs. 100.

Notice.

In a large number of instances of water supply house connections, galvanised pipes laid during the last 20 years and more in the premises of houses in Bangalore City have got deteriorated and developed leaks underground, causing wastage and lending themselves to the contamination of drinking water. It is therefore necessary in the interests of the health of the community that the owners of such buildings do cause to remove the deteriorated pipes and lay new ones in their stead.

The public are hereby requested kindly to cause an examination of their house service lines within their premises and to effect necessary remedies. The Officers of the Water Supply Department hold themselves in readiness to co-operate with the citizens and render such technical advice as is called for in this connection.

V. GANESH IYER,
Executive Engineer.

KOLAR DIVISION.

Notification dated 23rd December 1937.

1. Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 12 noon on 24th January 1938, for constructing an Elementary School of two Rooms in Electric Colony, K. G. F.

2. Tenders in the prescribed form obtainable from the office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for construction of an Elementary School of two Rooms in Electric Colony at K. G. F." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by the treasury challan for an earnest money of Rs. 180 paid to the Treasury to the credit of 17 (a) P. W. Deposits against the account of Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security deposit for the due fulfilment of the contract. Such a deposit in a cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on the 24th January 1938 at Kolar Division Office. The final acceptance of the tender will rest with the Executive Engineer who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the Departmental Schedule Contract Form for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications (1931) and also furnish a security of rupees 360.
6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.
7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.
8. Copies of contract documents schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar Division, on all working days, between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs.
9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.
10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.
11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made the tenders are liable to rejection.
12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.
13. No reference should be made to the Public Works Department schedule of rates.
14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power of attorney authorising him to do so.
15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.
16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.
17. The work should be completed and handed over in a tidy condition to the Public Works Department by the end of June 1938, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 5 per day, which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.
18. In all matters of dispute of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief of the Superintending Engineer shall be final and legally binding.
19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. The contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will however be considered on the merits of each case.
20. The contract should not be sublet.
21. All materials tools, and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.
22. The contractor should arrange for the payment of royalty and tolls.

Note.—(A) The contractor should at his own cost—

- (1) Provide rods, stakes, ropes and labour required in setting out the works.
- (2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
- (3) Provide mortar mills and sheds to keep materials under cover and also for workmen.
- (4) Arrange for protecting work during inclement weather.
- (5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.

- (6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
- (7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
- (8) Provide arrangements for pumping and baling of water from excavations and foundations, wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.
- (9) Afford facilities to any other parties employed upon the work by the Public Works Department, so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
- (10) The contractor is responsible for all accidents to workmen, etc., on the work, and he must take precaution against all risk of accidents and if necessary provide for the same by insurance at the proper time.

Note.—(B) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

Abstract estimate for constructing an Elementary School of two rooms. Design at Kolar Gold Fields (in Electrical Colony).

Sl. No.	Items of work	Unit	Rate	Quantity	Cost
			Rs. a. p.		Rs.
1	Earthwork excavation for foundation and filling in the same to basement level	C.yds.	0 3 0	37	
2	Stone jelly concrete in lime mortar for foundation	C.ft.	0 4 3	276	
3	Coursed rubble stone in mortar for foundation and basement including bond stones at every six feet apart in each course	"	0 4 6	796	
4	Burnt brick in lime mortar superstructure	"	0 4 6	1,353	
5	Burnt stone slab 6" thick roughly dressed and fixed in mortar	Sq. ft.	0 5 0	428	
6	Chunam plastering, two coats	Sqr.	3 0 0	28 56	
7	Cement painting to basement level with thread lines	"	3 8 0	2 05	
8	White and colour washing, two coats	"	0 5 0	30 61	
9	R.S. beams Tata make wrought and put up complete including painting	Cwt.	12 0 0	30 50	
10	Teakwood reepers 1"×1" with bolts, nuts and washers fixed complete	R.ft.	0 0 9	675	
11	Teakwood windows 3"×4½" frames with 1" thick lowered shutters for windows on east and west panel shutters on either side and openings outside, in two shutters with parliamentary hinges, brass hinges, hooks 1" rings, stays and without iron bars including two coats of Bulux varnish	Sq.ft.	2 4 0	49	
12	Do do	"	2 0 0	85	
13	Roofing with reinforced concrete 5½" thick 1:2:4 laid between joints on 4" surki concrete and two coats of flat tiles and plastered smooth including ceiling	Sqr.	70 0 0	8 00	
14	Flooring with cement concrete 1:2:4 (1½" thick) and 4" lime concrete with top red cement plaster ¾" thick and cut into square tiles pattern	"	25 0 0	6 61	
15	Parapet wall over terrace with perforated cement panels as per design	R.ft.	1 0 0	125	
16	Rain water down pipe made of zinc galvanized iron sheetings 3" dia. and fixed to wall with clamps, etc., complete	"	0 10 0	112	
17	Teakwood reepers trellies work as per design. Reepers 1"×1" size including two door ways and shutters, etc., complete including painting	Sq. ft.	0 10 0	281	

Sl. No.	Items of work	Unit	Rate	Quantity	Cost
			Rs. a. p.	Rs.	Rs.
18.	Constructing drains, etc.	L.S.			
19.	Cornice as per design	R.ft.	0 4 6	125	
20.	Painting with chocolate painting, two coats, windows, both sides	Sqr.	3 8 0	1 70	
21.	Electric Lighting and Water supply	L. S.			

R. TIPPAYIA,

Executive Engineer.

HASSAN DIVISION.

Notification dated 27th December 1937.

1. Sealed tenders will be received at the office of the Executive Engineer, Hassan Division, Hassan, up to 31st January 1938, till 3 P.M., for restoring Kabali Oorumundinakere, Register No. 264, Chennarayapatna Taluk.

2. Tenders in the prescribed form obtainable in the office of the Executive Engineer, Hassan Division, Hassan, should be addressed to the Executive Engineer, Hassan Division, Hassan and should be superscribed as "tender for restoring Kabali Oorumundinakere, Chennarayapatna Taluk." The name of the tenderer should also be superscribed on the sealed cover.

3. Each tender must be accompanied by a deposit of Rs. 175 only in cash as earnest money. The earnest money of the successful tenderer will be retained as cash security for the due fulfilment of the contract. Cash amount will not carry any interest. In case of the acceptance of the tender, an addition of five per cent of the estimated amount as security deposit should be paid at the time of executing the agreement in the Public Works Department Form.

4. The tenders will be opened in the presence of such tenderers who wish to be present on the dates of opening. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reasons whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the office of the Executive Engineer in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute the agreement in the departmental schedule contract form, for the due fulfilment of the contract.

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. Copies of contract documents, estimates and drawings may be seen at any time at the office of the Executive Engineer, Hassan Division, Hassan, on all working days between 11 A.M. and 5 P.M.

8. Specific rates should be given for each item in the schedule and the rates should be in rupees, annas and pies and expressed in words and figures.

9. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer will not be taken notice of. The rates tendered should include all such lumpsum items.

10. No alterations which are made by the tenderers in the contract documents in the nomenclature of the sanctioned sub-heads will be recognised and if corrections are made, the tenders will be liable to rejection.

11. There should be no corrections or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

12. No reference should be made to the Public Works Department current schedule of rates.

13. On the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power of attorney authorising him to do so.

14. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates to be proposed by the Executive Engineer, Hassan Division, Hassan and approved by the Superintending Engineer, shall be final and legally binding on the tenderer.

15. The quantities in estimates are only approximate and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity whether higher or lower than those estimated for.

16. The work should be completed as per departmental specifications for different items and handed over to the Public Works Department by the end of June 1938, failing which the Executive Engineer may, at his discretion, levy a penalty up to Rs. 100 which will be recovered from the contractor's outstandings for the period exceeded by him till the work is completed and handed over.